

Threechopt Village Community Association, Inc.
Resolution Creating Consolidated
Rules and Regulations

WHEREAS, ThreeChopt Village Community Association, Inc, hereinafter referred to as the "Association," was created by Declaration on March 22, 1985 and said Declaration was recorded in the land records at the City of Hampton, Virginia Courthouse at Deed Book 719 Page 92; and

WHEREAS, the Articles of Incorporation of ThreeChopt Village Community Association, Inc. provide that the Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for ThreeChopt Village; and

WHEREAS, Section 13.1-826 of the Virginia Nonstock Corporation Act provides that the Board of Directors of a corporation shall have the power to do all things necessary or convenient to carry out its business and 13.1-826 Subsection 15 provides for the Board of Directors to exercise all powers necessary and convenient to effect any and all of the purposes for which the corporation is organized; and

WHEREAS, Article IV, Section One of the Bylaws of the ThreeChopt Village Community Association, Inc. provides that the affairs of the Association shall be managed by a Board of Directors; and

WHEREAS, Article VII, Section One (A) of the Bylaws of the ThreeChopt Village Community Association, Inc. provides that the Board of Directors has the power and responsibility to adopt and publish Rules and Regulations governing use of the Common Area and facilities and management of the Association.

BE IT RESOLVED, that the Rules and Regulations as they appear as follows hereby supersede and replace all previous Rules and Regulations and Policy Amendments previously recorded.

INTRODUCTION

These rules and regulations are established and must be enforced by the Board of Directors in accordance with the Association's governing documents.

Failure to comply to comply with any provisions of these Rules & Regulations, by an owner, resident, or tenant may result in adverse action, which may include assessment of a monetary fine and/or loss of parking privileges on ThreeChopt Village property. Should any person feel that any facet of these Rules and Regulations are in any manner, discriminatory or, in some other manner, not appropriate for maintaining and protecting ThreeChopt Village's residential environment or fiscal well being for all its owners/residents then please contact the Board of Directors for resolution.

Members of the Association may, by a majority of the members in good standing, present in person or by proxy, at a meeting convened in accordance with the Declaration of Covenants, Conditions, and Restrictions and called or that purpose, repeal or amend any rule or regulation herein adopted by the Board of Directors.

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1. APPLICATIONS AND USE

A. The rules and regulations stated herein shall apply to each unit (lot) owner and family, guest(s), agents of the owner, invitees, lessees and/or tenant's guests. Each owner shall be responsible and held accountable for the actions of their family members, guest(s), agents, invitees, or lessee(s) and lessees' family members, guests, tenant(s) or agent's actions. No owner shall occupy or use his Townhome (Lot), or permit the same, or any party thereof, to be occupied or used, for any purpose other than as a private, single family residence for the owner's immediate family, lessees, tenants, lessees, servants or invitees.

B. It will be the property owner's responsibility, when renting their unit(s), to provide a copy of these Rules & Regulations to their tenant(s) or lessee(s) and to carefully review its contents with those tenants/lessees. It is strongly recommended each owner, upon renting their unit, have the tenant/lessee sign a receipt acknowledging receipt and their understanding of these Rules & Regulations. Failure by any owner to provide their tenant/lessees with these Rules & Regulations will not relieve any Townhouse resident from the obligation that they abide by these Rules & Regulations. The Association, Board of Directors and the management company cannot be held responsible for an owner's failure to provide a tenant/lessee with a copy of these Rules & Regulations.

C. An owner may obtain a copy of the current Rules & Regulations by contacting the management company in writing.

2. EXTERIOR & GROUNDS - USE AND UPKEEP

A. Every owner shall take the actions necessary to assure that the exterior of their unit, including front and back yard, all buildings and/or structures located on their lot, is kept free of unsightly, unkept, unhealthy or unsafe conditions. It is the responsibility of the lot owner to keep front/back yards, flower beds, if any, weeded. Shrubs, if located in front of windows, must be trimmed to approximately the bottom of the windows for safety, security and conformity of appearance purposes. Backyard grass must be neatly trimmed (no more than four (4) inches high except on newly established lawns.) Lawns are required for soil stabilization. Trees, hedges, or shrubs may not restrict line of sight of vehicular traffic. Each owner will be responsible for the seeding, mulching, watering, mowing and trimming of the grass and the pruning and cutting of the trees and shrubbery on their lot in accordance with the guidelines contained herein. The Association is responsible for the maintenance of all common areas.

B. Vegetable gardens are prohibited in the front and/or on the side of any unit or on any common area.

c. Yards, patios, decks and front stoops must be free and clear of unsightly objects or materials. Nothing shall be kept on any lot that emits or will cause obnoxious odors.

D. Rugs, towels clothes or other articles shall not be hung on fences or other structures.

E. Personal items and objects must be stored neatly inside property lines and, if the lot is fenced, items must be stored within the fence.

F. Firewood must be placed and stacked in an orderly manner, off the ground, within the lot's backyard property lines. The storage or stacking any firewood on common area or at the back of a lot's rear fence is prohibited.

G. Owners/residents may not appropriate, annex, encroach on or maintain any common area without prior written consent from the Board of Directors. A resident may not plant, landscape or place decorative/personal items on common area for their own personal use or benefit without prior written consent from the Board of Directors or managing agent.

H. "Yard Sales" - are not permitted to be held on Association parking spaces (pads) because of the traffic congestion that typically occurs during such a sale. However, yard sales may be held on the common area located between ThreeChopt Road and Szetela Court behind the mailboxes. You must comply with all city requirements. If you wish to have a "yard sale," please contact the property management company, at least seven (7) days in advance for more details. Failure to do so will be considered a violation of these Rules and Regulations.

1. Littering is prohibited. Please help keep our neighborhood clean.

J. Each unit may only display one "set" of house address numbers. The Board of Directors reserves the right to designate the location, style, size, color of unit numerals for addresses.

3. WINDOW COVERINGS

A. All window coverings (i.e., shades, blinds, curtains, drapes, etc.) must be white or off-white in color.

4. TOTES, GARBAGE, BULK ITEMS AND RECYCLABLE ITEMS

A. The storage of garbage and trash while awaiting collection is particularly important. Improper storage can lead to an unsightly curb appearance and litter problems. Residents are strongly urged to store garbage and recyclable totes inside their lot boundaries, if possible. All tote lids are to be kept securely shut at all times.

B. The city requires the use of issued trash and recycle totes. It is the resident's responsibility to procure and maintain their own tote. We suggest marking your tote for

easy identification - totes will "disappear" on occasion. Your garbage must be kept in the City provided mobile trash tote and must be stored as described above.

c. In order to prevent garbage being blown onto common area, residents are required to "bag and tie" their garbage before placing it in their tote. Please do not "over-fill" your tote as this only adds to ThreeChopt Village's litter problem. Totes may not be stored in the front or side of any units at any time or on common area without written permission from the Association. As necessary, in order to prevent odors, be sure to "hose off" your tote as necessary.

D. Recyclable items must be placed in the appropriate mobile tote provided by the city. It is the resident's responsibility to procure and maintain their own totes.

E. Trash and recycle totes may be placed curbside for pick-up after 3:00 pm the day prior to the scheduled pick-up and must be removed by 12:00 midnight the evening of pick up. Note: depending on the location of your unit, it may be difficult to place a tote curbside due to parked vehicles. If you place a tote on the grass "behind" a vehicle parked curbside and that vehicle remains parked there on pick-up day, your tote will not be emptied. Placing your tote too close - within 6 to 8 feet - to the front or rear of a vehicle may result in your tote not being emptied. Because of the very limited number of available curbside parking spaces, residents are requested to not place their totes curbside so as to prevent vehicle parking. Alternatively, you may want to place your tote(s) on the parking apron of your assigned parking spaces.

F. FOR SAFETY PURPOSES, bulk items (i.e., carpet remnants, furniture and appliances) may not be placed curbside until 3:00 pm the night before the scheduled pickup.

G. All items placed curbside for pick-up must be placed neatly, and must not obstruct sidewalks. Loose household type items (i.e., shoes, articles of clothing, small appliances, picture frames, etc.) placed curbside may not be picked up. Please place these items in a trash bag or proper container.

H. NOTE: If any item you have placed for pick-up curbside, FOR WHATEVER REASON, is not picked up by the city, it remains your responsibility and must be removed by 12:00 midnight the day of pick-up because leaving trash/bulk items out to be picked up "next time" creates an unsightly condition for the neighbors and the community. Your neighbors will not appreciate seeing your trash laying curbside for a week!

5. SOLICITATIONS

A. No solicitation of any kind is permitted on the property unless a solicitation permit is obtained, in advance, from the Board of Directors. While some solicitors may claim to have a City solicitation permit, they do not have the right to trespass on ThreeChopt property.

6. NUISANCES - PUBLIC/PRIVATE, & DISTURBING NOISES

A. No nuisance, public or private, may be allowed in or upon any lot or the common area, nor shall any use or practice be allowed which interferes with the peaceful occupancy and use of any town home or the Common Area by residents. Anything that reasonably annoys and disturbs a resident of the community, rendering the normal use or occupation of their property physically, or otherwise uncomfortable, may be considered a nuisance.

B. A public nuisance is one that affects others living in the community. This may include, but not be limited to: loud noises, music, the unprovoked continuously barking of a dog, discharging of firearms - including BB guns, paint ball guns, fireworks or any other related public nuisance. Any animal, which has been declared as "vicious" by the city Animal Control Division, will be considered a public nuisance.

C. A private nuisance is one that affects one's personal interest in the private use and enjoyment of their property by any type of liability-creating action. This may include, but is not limited to willful destruction of private property, unsightly conditions and/or unsafe or dilapidated structures (i.e., dog houses, trash piles, playhouses, decks, dilapidated fences etc.) or any other related private nuisance.

D. No resident or their guest(s) will make or permit to be made any disturbing noises or permit any acts which will unreasonably interfere with the rights, comforts or conveniences of any other resident. This may include, but not necessarily be limited to loud, disturbing noises from any unit (lot) or vehicle is strictly prohibited. This includes, but is not necessarily limited to: the loud playing of radios in vehicles or units (lots), the playing of loud music in cars and units (lot) while washing or waxing vehicles and working outside the unit (lot); "revving" engines in vehicles; vehicle alarms and home security alarms.

E. The "setting off" of any fireworks is prohibited. Due to the high density of units, there is a very real concern that personal and property damage could be caused.

7. OWNERSHIP OF PARKING SPACES, VEHICLES DEFINED, REGISTRATION OF VEHICLES, STORAGE OF ITEMS ON PARKING SPACES

A. **Ownership of each lot will entitle the owner of that Townhome of the use of two (2) assigned parking spaces. Parking space assignments are not subject to deed conveyance by lot owners. The use of all parking spaces is under the control of the Association and no owner or resident will be permitted to cause waste or damage to any parking space.**

B. All residents must understand that "extra" parking spaces are at a premium since some ThreeChopt Village townhomes have 3, 4 or more vehicles being operated by the resident(s) of that unit. (As a related developing situation, the ability to have trash and

garbage picked up is a growing concern since, depending on the location of your unit, you may not be able to place totes curbside on trash day because of the vehicles parked curbside.)

c. The terms "vehicle" and "vehicles" as used in this section shall refer to all types of motor vehicles, including without limitation, passenger automobiles, trucks, vans, motorcycles, recreational vehicles and boats (including "wave-riders) and any type trailers. As stated in the Declaration of Covenants, Conditions and Restrictions, Article IV, Section 6, Parking Rights each owner of a unit (lot) is entitled to two (2) parking spaces, which have been assigned to the unit (lot.) Residents are not permitted to park their additional vehicles in designated "Visitor" spaces.

D. All vehicles (see Attachment B, C & D) must be registered with the Association. Non-registered vehicles parked in a unit-specific parking space are subject to be towed at Owner expense twenty-four (24) hours after a towing notice is placed on the vehicle and/or the resident is sent notice by USPS letter. It is the responsibility of the unit owner to keep the Association informed of the current license (state) plate numbers(s) of vehicles being operated by residents of that unit and the names and mailing address(s) of all the residents of their unit.

E. Except for parking authorized types of vehicles in the designated parking spaces, nothing shall be stored or placed (i.e., storage "PODS" type containers) in an assigned space without the prior written consent of the Association since the weight of the object may cause damage to the parking pad.

8. PARKING & PROHIBITED VEHICLES

A. Vehicles may be parked only in designated parking spaces and areas. Only one (1) vehicle is to be parked in one (1) assigned parking space at any given time. Parking vehicles in a diagonal or perpendicular manner so as to occupy two parking spaces is prohibited. Vehicles parked in such a manner are subject to immediate towing.

B. Vehicles parked so as to block any portion of a sidewalk or any portion of a parking apron, any other vehicle parked in conformance with this resolution, or as to prevent ingress or egress of other vehicles to adjacent parking spaces or street will be subject to immediate towing. Additional "parallel parking" curbside is permitted (front/rear of vehicle to curb is not) and enforcement of any parking violation(s) is provided by the Police Department of the City of Hampton as they patrol the community. (Note: The area between the painted white line and the curb immediately in front of the mailboxes has been provided for residents' parking convenience while picking up mail. Please be considerate of other residents and do not park in this area unless you are picking up mail.)

C. No resident or guest may park a vehicle in another resident's assigned parking space without prior authorization from the resident to whom the space has been assigned.

Vehicles parked without authorization are subject to immediate towing. **Any ThreeChopt Village resident, finding an unauthorized vehicle parked in their assigned space, may call the current management company.** Any vehicle towed by the Association's authorized towing agent will be at the complete expense and risk of the vehicle's owner.

D. Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles raised on jacks or blocks. Vehicles parked in such a manner will be subject to immediate towing. Vehicles parked unattended on, or blocking, a sidewalk, including any parking apron or parked with any wheel(s) off the ground, for any reason, will subject to immediate towing.

E. No vehicle, other than a vehicle clearly indicated as operated by or for a handicapped person, may be parked in any space reserved for handicapped parking.

F. No vehicle may be driven, parked on a sidewalk or common area unless prior written permission is obtained from the management company. Any vehicle parked on common area without written authorization is subject to immediate towing. NOTE: Some ThreeChopt Village units were constructed using "Quest" piping, a polybutylene material that has been the subject of several national class action lawsuits. This material has proven to be less than durable and driving any vehicle over the ground where these lines are present may cause damage that will be expensive to correct - damage that may not be immediately noticed.

Please notify the management company should you see any vehicle being operated on common area. (It may save you an expensive plumbing repair job later.)

G. Vehicles prohibited from parking on Association property (assigned parking spaces) include:

1. Any boat, boat trailer, or other type of trailer whatsoever;
2. Any motor home or self-contained camper;
3. Any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck;
4. Any mobile home, trailer, or fifth wheel vehicle;
5. Any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance;
6. Any other vehicle not defined above which is not normally or regularly used for daily transportation, including dune buggies, all-terrain vehicles, nonoperational automobile collections or other automotive equipment not licensed for use on the highways of Virginia;

7. Any vehicle with visible commercial equipment; except that such vehicles may be temporarily parked in the case of a vendor or contractor providing commercial services to a ThreeChopt Village resident. Such vehicles may not be parked overnight; Private or public school or church buses;

8. Any truck/vehicle weighing more than two-and-one-half (2½) tons empty weight (E.W.), irrespective of whether or not such vehicle otherwise complies with the provisions of these Rules & Regulations. Commercial trucks-equipment are not permitted to parked/stored on a parking space;

9. Any vehicle longer than 18 feet or wider than 8 feet, irrespective of whether or not it otherwise complies with the provisions of this article;

10. All vehicles, while parked on association property, must conform to the City of Hampton and State of Virginia codes, ordinances and statutes. All vehicles must bear current licenses, registrations, stickers and certifications as required by the city and the state. Any vehicle not displaying current decals/tags/stickers will be subject to towing twenty-four (24) hours from the date the lot owner and/or resident is served with a notice for a first offense, and will be subject to immediate towing without warning notice for any subsequent violations;

11. No derelict vehicle shall be parked in a ThreeChopt Village parking space at any time. For this purpose, a derelict vehicle shall be a vehicle which is defined by the Virginia Code as an abandoned vehicle. Vehicles deemed abandoned will be subject to towing twenty-four (24) hours from the date the lot owner and-or resident is served with a notice for a first offense, and will be subject to immediate towing without warning notice for any subsequent violations;

12. No junk vehicle shall be parked in a ThreeChopt Village parking space at any time. For this purpose, a junk vehicle is defined as a vehicle which is missing any essential parts, such as, but not limited to, tires (flat), wheels, engine, brakes, windows, lights and lenses, exhaust system, etc., that are necessary for legal operation of the vehicle on public streets. If any vehicle is not capable of being able to be legally operated on a street or highway, it will be considered a junk vehicle and will be subject to towing twenty-four (24) hours from the date the lot owner and/or resident is served with a notice for a first offense, and will be subject to immediate towing without warning notice for any subsequent violations;

13. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission or otherwise;

14. "For Hire" vehicles such as cabs are prohibited from parking in a parking space unless it is for the sole purpose of picking up or discharging fares;

H. Any "prohibited" vehicle as described above, unless noted otherwise, will be subject to towing twenty-four (24) hours from the date the lot owner and/or resident is served with a notice for a first offense, and will be subject to immediate towing without warning notice for any subsequent offense(s.)

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9. PERFORMING REPAIRS AND/OR MAINTENANCE ON VEHICLES PARKED IN ASSOCIATION PARKING SPACES

A. Repairs which require that the vehicle be raised, either by a jack, blocks or ramp are prohibited except to repair a flat tire; but, under no circumstances is that vehicle to be left unattended at any time. Vehicles parked in such a manner will be subject to immediate towing.

B. Performing repairs on vehicles, whether raised or not, such as the restoration, rebuilding or replacement of any motor vehicle system while parked in an assigned parking pad is prohibited. This type of repair would include but not necessarily be limited to: painting, body repair or mechanical repairs (such as changing oil and/or transmission fluid, changing water pumps, radiators, installing brake pads, starters, etc.) and the drainage of automobile system fluids. Vehicles being "repaired" in this manner will be subject to immediate towing.

10. ALLOWING YOUR VEHICLE TO DAMAGE ASSOCIATION PARKING SPACES - VEHICLE FLUID LEAKS

A. The immediate removal of oil, transmissions, grease, antifreeze etc. stains from an assigned parking space shall be the responsibility of the lot Owner. The lot owner will be held responsible for any damage, cosmetic or structural, caused to a parking pad and by any guest, tenant, lessee, invitee or resident and/or their vehicles. While there is no way to completely remove such stains once it penetrates the parking pad concrete, it helps tremendously to remove the stain as soon as possible so the stain does not become so permanently "set."

1. Placing carpet, cardboard, plywood, buckets, pans, etc. under a vehicle or on a parking to "catch" fluids not only creates an eyesore for the community it is also prohibited.

2. The application of any "kitty litter" type substance in an attempt to "fix" or cure spots/stains caused to the parking space by a vehicle leaking fluids is permitted but must be cleared from the driveway upon successful removal of the stain.

B. Any vehicle observed to be causing significant damage/staining to any parking space will be subject to immediate towing.

C. The Association reserves the right to engage any qualified person or company, with the cost of any such removal being passed to the unit owner, to remove any such stains from a parking space.

11. TOWING ENFORCEMENT

A. Any vehicle parked, even "**just for a minute,**" in violation of any of these Rules & Regulations, including any vehicle parked in any ThreeChopt Village parking space will be subject to the towing provisions contained herein, as well as other adverse action. Any vehicle towed by the Association's authorized towing agent will be at the complete expense and risk of the vehicle's owner.

1. The parking of any vehicle so as to block any portion of another vehicle, sidewalk or parking apron, or so as to prevent ingress or egress from or to any portion of an adjacent parking spaces or parking areas or a street is prohibited. Vehicles parked in such a manner are subject to immediate towing.

2. Any ThreeChopt Village resident finding an unauthorized vehicle in their assigned parking space, or is blocking their space in any manner may initiate towing of the unauthorized vehicle by calling the current management company. Any vehicle towed by the Association's authorized towing agent will be at the complete expense and risk of the vehicle's owner.

3. Any vehicle parked in an assigned parking space deemed to be derelict or a nuisance will be subject to towing twenty-four (24) hours from the hour the lot owner and/or resident is served with a notice for a first offense, and will be subject to immediate towing without warning notice for any second offense.

4. Any vehicle parked in a ThreeChopt Village parking space, covered with a car-cover or not, displaying an expired city, county or state license, registration or expired inspection sticker will be subject to towing twenty-four (24) hours from the date the lot owner and/or resident is sent (via USPS first class letter) a notice for a first offense, and will be subject to immediate towing without warning notice for any second offense. (If you must temporarily

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park a vehicle displaying an "inspection rejection" sticker you must notify the property management company immediately and provide a date when the repairs will be completed. If you park a vehicle with an inspection "rejection" sticker in an Association parking space and fail to notify the management company, that vehicle will be subject to immediate towing. All vehicles must be maintained in accordance with the laws and ordinances of the Commonwealth of Virginia and the City of Hampton. The Association reserves the right to lift any cover to verify license and operational condition of any vehicle.

5. ThreeChopt Village Home Owners Association has engaged an authorized towing agent. The Association's management company can provide this information.

6. No vehicle or any portion thereof of that vehicle will be driven or parked on Association common area for any reason unless prior written approval is obtained from either management or the Board of Directors. Vehicles operated/parked in such a manner are subject to immediate towing without notice. Vehicles parked with one or more tires on common area are subject to immediate towing. (Note: Any damage caused to the common area, by a vendor, will be the responsibility of the owner of the unit having the work performed.) Owners of rental units note: should a tenant, lessee, invitee, guest, family member, etc. drive, allow or cause a vehicle to be operated on common area, you will be held financially responsible for any resulting damage.

7. Tandem parking (front of vehicle to the rear of another vehicle or parking side by side in one space) and parking on the sidewalk and/or the blocking of sidewalks and parking pads is prohibited. Vehicles parked in such a manner are subject to towing without notice. Only one vehicle is to be parked in each assigned space at any time, i.e., the parking of a motorcycle and automobile in a single parking space is prohibited. Vehicle may not be parked perpendicular or diagonally in any parking space(s). Motorcycles may not be parked on any sidewalk - including sidewalks leading to the front door of a unit. The "walking" or riding of a motorcycle on a sidewalk or on common area to the back of any lot is prohibited.

8. Spaces marked "Visitor" are for ThreeChopt Village non-resident parking only. If a resident park their vehicle(s) in a

"Visitor" space, at any time, that vehicle will be subject to towing without notice. In order to prevent the towing of your visitor's vehicle, it will be the owner/resident's responsibility to notify the management company if you will be having a visitor parking in a visitor's space for an extended period (greater than two weeks). Failure to do so may result in that visitor's vehicle being towed. (If you fail to notify the management company, they or the Association cannot be held responsible should your visitor's vehicle be towed.)

9. Any Owner who is more than sixty (60) days delinquent in their assessments will be subject to losing their right to park vehicles in any ThreeChopt Village parking area.

A. **NOTE TO RENTERS!** This restriction shall also apply to Owner's family members, guests, tenants, invitees and others. The Association, twenty (24) hours after notice of the restriction is sent via USPS to the unit owner, shall have the right to tow **any vehicle** found parked in those parking spaces, and/or any other ThreeChopt Village parking space, without further notice, and at the expense of the vehicle owner.

In order to assist in the orderly implementation of the towing provisions of these Rules & Regulations, the Board of Directors reserves the right, if necessary in the future, to implement a decal (or similar) system to identify vehicles which are owned by ThreeChopt Village residents.

12. LIABILITY

A. Owners of vehicles which cause damage, structural or cosmetic, on or to any ThreeChopt Village parking space shall be held liable for such damage, including any and all costs of repairs to pavement, curbs and gutters, signs and identifications, landscaping, etc. Owners will be held responsible for any damage caused by their tenant's vehicles.

B. Please, respect your Neighbor's Parking Space! With respect to assigned spaces, enforcement shall be based upon the reliance of each resident to be a "good neighbor." Residents are expected to respect the spaces "assigned" for uses by other residents. Please notify your guests of the Association's parking restrictions.

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13. MISCELLANEOUS

A. No sign, initials, numbers storage containers or other additions or alterations to parking spaces may be painted, displayed, or erected by any resident without prior written approval from the BOD or management agent.

B. Vehicles may be washed/waxed while parked in a parking space. Driving a vehicle onto any portion of common area so it may be washed/waxed is prohibited and will be subject to immediate towing. (Driving a vehicle onto common area may also cause damage to your or your neighbor's water/sewer lines.)

14. OUR CHILDREN - LET'S ALL HELP TO KEEP THEM SAFE!

A. Children, at all times, must be under the control and watchful eye of a parent or responsible adult.

B. For safety purposes, and in accordance with Section 46.2—932 of the Code of Virginia, 1950, as amended; the following is prohibited:

1. No person (child or adult) will play in the roads, streets or on the parking spaces. (As stated elsewhere in these Rules & Regulations, it is prohibited to "tandem " park a vehicle. This prohibition has been implemented, in part, because the act of tandem parking - which the nose of one vehicle parked to the rear of another vehicle in a parking space or parking perpendicular on a parking space apron - leaves a driver precious reaction time should a child or pet dart out behind vehicles parked in such a manner. Vehicles are often observed being operated at a speed much higher than the posted speed limit for our community. Your cooperation expected - it's not worth a child's life just so someone can save a few steps!)

2. No person (child or adult) will use roller skates, skateboards, toys, portable sports equipment, or other devices on wheels or runners on parking spaces, roads, streets or highways where play is not permitted.

3. Parents or guardians of minors who are reported destroying common area property and/or grounds or other resident's property will be held responsible for the cost to repair such damage.

15. PETS

Compliance with all City ordinances concerning pets is required.

- A. Pets must, at all times, be leashed and under the direct supervision of a responsible adult.
- B. Pet owners are responsible for the immediate removal of all feces deposited by their pet either in private or common area. Pet owners are responsible for providing any material necessary for the removal of their pet's feces. As a courtesy, the Association will provide "poop doggy bags" whenever possible; however "24/7" availability of these bags is not guaranteed. Failure to pick up after your pet is a violation of these Rules & Regulations. If a pet owner is found guilty of not cleaning up after their pet after a due process hearing, the owner may be assessed a monetary fine.
- C. Please do not allow your pet to bark, howl, or make other loud noises for such time as to disturb any resident's rest or peaceful enjoyment of their unit or common area.
- D. Pets shall not be chained or tethered in any common area.
- E. Pet owners shall be responsible for any damage caused to private and common property by their pet.
- F. Pet owners shall be responsible for all fees, legal and otherwise, incurred by the Association due to any damage caused by their pet.
- G. Any pets, per City of Hampton code, must be licensed and have current inoculations.
- H. Owners will be held responsible for compliance by their tenant(s) for the above conditions.

16. EXTERIOR LIGHTING AND SEASONAL DECORATIONS

- A. Flood lighting and various types of high output lights fall under this group. Exterior lighting of this group should be considered more carefully because of the impact on neighboring properties. Light fixtures should be carefully aimed so that they illuminate only a specific area, such as a

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doorway. Some high output light fixtures have to be shielded to prevent unwanted or excessive intrusion of light from one property to another (i.e., no exterior lighting shall be directed outside the boundaries of any lot.) Party lights shall be removed in a timely manner after the festivities for which they were used and shall not remain in place more than three (3) days in any event.

B. Decorative holiday lighting will only be displayed during a reasonable time in that season (15 November through 15 January). All displays will be removed not later than January 16.

C. All other holiday decorations may be displayed between seven (7) days prior and seven (7) days after the holiday.

D. If you feel any of the above restrictions are in any way discriminatory, please contact the managing agent.

17. ASSOCIATION ASSESSMENTS, FEES & COLLECTION POLICIES

A. Notice of regular assessments for the entire year will be sent to owners approximately 30 days prior to the beginning of the fiscal year. Failure to pay the assessments on time revokes the privilege to pay monthly installments. No "discounts" are given if assessments are pre-paid.

1. Other than the above notice, be advised that the Association does not send monthly, quarterly or semi-annual dues notices. It is the owner's responsibility to pay any Association dues and/or fees in a timely manner. Failure to do so will result in that owner's account being assessed a late fee and other adverse action may be taken.

B. Regular assessments for the year are due on the first day of first month of the fiscal year, but may be made in twelve (12) equal monthly installments provided that the assessments are received prior to the due date.

C. Should an Owner elect to pay the annual assessment on a monthly basis, each monthly payment is due on the first (1st) day of the month. Any monthly assessment installment payment that is received fifteen (15) days

after the due date will be deemed late and a late fee of \$25.00 will be added to the account on the day of any and every month in which the assessment installment is late.

D. In addition to the assessment installment payment, any special assessment installment that is received 15 days after the due date will be considered late and a late fee of \$25.00 will be added to the account on the 16th day of any and every month in which the assessment installment is late.

E. A late notice will be mailed to the owner of any account which has a past due balance fifteen (15) days past due in which the outstanding balance exceeds \$2.00.

F. The Association will accelerate the balance of the current year's assessments and file a lien on any account which has a past due balance sixty (60) days past due. All filing fees will be charged to the Owner.

G. Association will refer any account that is ninety (90) days in arrears to an attorney for legal collections. All fees associated with this action will be charged to the defaulting Owner.

18. SIGNS, FLAGS, RADIO TOWERS/ANTENNAS, SATELLITE DISHES & WINDOW A/C UNITS

A. Signs are used to communicate and not meant to be a distraction. Permanent signs are put in place by the Association - such as neighborhood watch signs. All other signs are temporary such as but not necessarily be limited to: political, business and yard sales. Temporary signs such as "yard sales" should be freestanding and may not be tacked in any way to permanent signs or light poles and must be removed no later than 8:00 am the day following the event.

B. No sign(s) or decoration of any kind, including any type of seasonal or ornamental flag(s), window box, hanging fixtures, or plaques identifying the unit number/address or name of the resident, shall be displayed to the public view on or upon any Lot or town home or in the common area without the prior written consent of the Board of Directors. (This requirement excludes "For Sale" or "For Rent" signs as provided in the Association's Declaration of Covenants.)

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C. Political signs, no larger than 18" x 36" in size, may be placed on private property but must be removed within 48 hours after the election. Flagpoles are not permitted unless specifically approved by the Board of Directors. However, the Association does encourage residents to display the national flag, any state flag, any active branch of armed forces of the United States or any military valor or service award of the United States - in accordance with the Rules and Regulations relating to such display.

D. Whenever possible, unless compliance with the forgoing causes: unreasonable delays or prevents installation, maintenance, or use or, unreasonable increase the cost of installation, maintenance, or use; or precludes reception or transmission of an acceptable quality signal radio, shortwave or similar towers, satellite dishes, exposed antenna and aerials must be kept and maintained in good condition in the back of the unit and not viewable from the front or side.

1. Window Air-Conditioning units are not permitted in the front of the unit.

19. APPLYING FOR EXTERIOR ALTERATIONS

A. Any owner desiring to alter, modify, or repair the exterior of their unit, including exterior doors, fence, outbuilding(s) or back yard (i.e., install, build, modify or erect a door, deck, patio, pond, room addition, porch, gazebo, etc. of any unit (lot) within ThreeChopt Village must fill out and submit VIA CERTIFIED MAIL United States Postal Service, RETURN RECEIPT REQUESTED an architectural modification request form (see Attachment A) addressed to the Board of Directors c/o the management company. (Should an owner fail to submit an architectural modification request via certified mail, and elect to use another method of delivery, the association upon receipt of such a request will attempt to respond in a timely manner. However, the association can not be held responsible if a response takes longer than thirty (30) days.) This form and the proposed work will be reviewed and approved or disapproved based on the standards established by the Board of Directors. **Until the Board of Directors has rendered its decision, which must be within thirty (30) days from date of receipt of the request provided the request was sent by certified mail, no work is to be performed or authorized. It will be the responsibility of the owner to contact the Association for its decision on any such request.** The approval of any modification request,

by the Board of Directors, is not approval of compliance with state, local or other ordinances or codes. The owner is responsible for compliance with all federal, state, and local laws and building code requirements. The owner, or owner's agent/contractor, is not permitted to store building materials, equipment, tools, or personal property on any common area. Lots are to be kept clean and safe during any construction or repair period. If the Board of Directors disapproves the application, no appeal is provided, as the decision of the Board of Directors.

20. WHAT IF AN OWNER/RESIDENT DOES NOT WAIT FOR APPROVAL?

A. If an owner/tenant alters their unit (lot), in any manner, without first obtaining written approval, as provided in the Association's documents, they do so at their own risk and expense!! If owner fails to submit a modification application and wait for written approval, or if owner's application is denied and the modification has begun or is completed, the owner may be required to restore the exterior and will face the cost of removing the alteration plus the cost of any litigation. They shall also be at risk for a hearing and fine in accordance with the violation policy - even if the modification is done in accordance with "acceptable standards." Failure to obtain written Board of Directors approval for the modification request will be considered a violation of these Rules and Regulations. PLEASE SUBMIT A MODIFICATION REQUEST AND DO NOT PERMIT ANY WORK TO BEGIN UNTIL YOU HAVE RECEIVED WRITTEN APPROVAL!!

21. CONSTRUCTION AND EXTERIOR REPAIRS, INCLUDING REPLACEMENT AND/OR INSTALLATION, MODIFICATION HOWEVER MINOR AND/OR REMOVAL OF EXTERIOR ITEMS - INCLUDING SHEDS, FENCES, AND STORM DOORS

A. **“A man's home is his castle, and I don't care that I live in a community association with recorded covenants, I'll make any changes that I feel like!** However, as stated in the Association's Declaration of Covenants, Conditions and Restrictions, Article V III - Architectural Control: no building, fence, wall or other exterior improvement or structure, including sheds, shall be commenced, erected, altered, or maintained upon any lot; nor shall any change in color or

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exterior painting, or addition to, or exterior alteration there of, be made until the plans and specifications showing the nature, kind, shape, height, material, color and location of the same shall have been submitted to, and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, or by an Architectural Committee, whose members will be appointed by the Board of Directors. The purpose of this requirement is to protect, maintain and enhance ThreeChopt Village property values and esthetics by maintaining a uniform exterior appearance. Owners performing repairs due to an "emergency" will not be excused from performing such "emergency" repairs in a manner that conflicts with any provisions of these Rules & Regulations. Any repair mandated by the Association (i.e., repairs or modifications that are found to be necessary due to an Association inspection, re-sale or refinance) does not require the submission of a modification request.

B. Each ThreeChopt Village unit has specific exterior colors and styles assigned for doors, shutters, roof shingles, sheds, etc. Contact the Association Management Company listed on Attachment E if you have any question about styles and colors assigned to your unit, including the shed if your lot has one before making any modification. In order to avoid adverse action always submit a modification request and obtain Board of Director approval before making any modification or repair to the exterior (including shed) of your unit. Note: Pittsburg Paints Service Center, 2528 Pembroke Ave., Hampton, VA. 757-247-6651 is your vendor of the paints required. Roof shingles must be architectural shingles to maintain conformity of shingle appearance and color throughout the community.

1. FENCES, STORM DOORS AND SHEDS - The following is provided for information purposes only and is not intended as granting permission to install, erect or repair these items.

a. **FENCES** - In order to reaffirm and further establish a uniform community appearance, the only authorized style fence is a six foot high, six inch wide "do ear" style. Fences must be erected with the "smooth side" facing any common area. Alternating picket/boards are not permitted. If your lot has a fence, it must be kept in good condition. Please repair any rotted, damaged or missing pickets in a timely manner in accordance with these Rules and Regulations. (The Board of Directors understands that there are existing styles of fences that are not of the "dog

ear" style. Therefore, if you have a fence that is not a "dog ear" style and it needs repair, however minor, please contact the management company before making any repair so an inspection may be made. Failure to do so will be a violation of these Rules & Regulations.)

b. **STORM DOORS - The "standard" styles of front storm doors, if one is installed, is to be 1) a plain with no decoration on glass, full view white in color** (i.e., Larson white Secure Elegance, Model #56344 may be purchased at Lowe 's) or, 2) a plain white door with a cross bar located mid-way to allow for upper land lower ventilation with screens (i.e., Larson white Tradewinds Full-View Easy Vent, Model 34660032 may be purchased at Lowe's.) The rear storm door, if one is installed, may be of the owner's preference of style provided the color is white. Front and rear entrance doors are to be painted the same specified color. Each ThreeChopt Village unit is required to have both front and rear white gutters with downspouts. Note: If you have installed any other type of front or rear storm door, without having a signed modification request, you are in violation of these Rules and Regulations.

c. **SHEDS** - Sheds must be located within your lot's boundary line and be kept in good condition. Note that sheds are assigned specific colors (the primary shed color and trim, if any, must be a strong match to the primary exterior color and trim color of your unit) and roof types depending on the location of your property. The standard type/style of shed door is a six panel type and may be either steel or wood and regardless of the shed color, must be white in color. Sheds, when placed on property lines adjacent to any common area, may be not be used as a "section of fencing" without prior written authorization from the Board of Directors. Nothing shall be placed or stored on the roof of any shed or backyard structure. A shed may not be repositioned from its original location within a lot's backyard without prior written permission from the Board of Directors. Should a shed's "original" location and/or placement become in dispute, the Board of Directors reserves the right to designate the location of any permanent backyard structure within any lot boundary.

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C. A primary duty of the Board of Directors is to keep the community attractive for the enjoyment of all residents and the protection of property values. It does this through a process of design review whereby changes to existing properties are examined, in advance, for aesthetics, impact on adjoining private and/or common areas, and adherence to the Declaration of Covenants, Conditions and Restriction, By-Laws and Articles of Incorporation. Proposed changes not meeting the standards set forth in the legal documents or these guidelines cannot, for the good of the entire community, be approved.

D. If your modification request is approved, please note that all work must be completed within ninety (90) days from date of approval. Failure to complete the modification within this timeline will require that you resubmit the modification request. If for whatever reason you can not have the work completed within this time period, please contact the property management agent so an extension may be considered.

E. Please note that there are no "grand-fathered" or "it was that way when I bought it" conditions relating to unit colors, style, shutters, fences, doors, roofs, etc. As an owner, it is your responsibility **to maintain the exterior appearance of your property in accordance with the most current requirements for the exterior appearance a ThreeChopt Village property.**

As an owner in an association community, you must appreciate the fact that by maintaining a strong conformity of the exterior appearance of each town home throughout the ThreeChopt Village community protects the property values for you and the other owners. Your cooperation in this area is greatly appreciated.

22. ADDRESS

A. All Owners are required to keep the Association apprised of a current legal physical address. While post office boxes are sufficient for correspondence, they are not sufficient for legal service. Also, all owners of rental units, if managed by a property manager, are required to keep the Association informed of the current name, address and telephone number of that property manager.

23. RULES ENFORCEMENT

A. It is the goal of the Association for enthusiastic compliance by all unit (lot) Owners, residents and guests to these Rules and Regulations. These rules are established for our mutual and common good. This means being familiar with the rules and that there be willing compliance. In the event of noncompliance, the following may apply:

B. Any Association member who believes that another member or guest is in violation of the governing documents should contact the Board of Directors through the managing agent either in writing, via e-mail or by telephone. Every effort will be made to ensure the confidentiality of the reporting member.

C. A notice of Violation shall be mailed by the Managing Agent to the suspected violator (owner) informing him/her of the alleged violation and request appropriate measures be taken to bring alleged violation into compliance. If the alleged violator is using their property as a rental then a copy of the violation letter will be mailed to the tenant of record also. (Note: however, should the violation be parking or vehicle related, as described elsewhere in these Rules and Regulations, then this procedure may not apply. See Par. 7 through 13 for information on the enforcement policy of parking, vehicle and related violations.)

1. If the alleged violator is a tenant, the Notice of Violation will be mailed to the owner of said unit at his/her current billing address of record with a copy of the letter mailed to the tenant at the unit address.

D. If the alleged violation is not corrected by the specified time in the Notice of Violation, a due process hearing may be called to act on the matter. A Notice of Due Process Hearing may be mailed to Owner/resident by regular U. S. Mail (with a copy to a tenant) and Certified Mail with return receipt requested. This notice must give the Owner at least 14 days advance notice of the pending hearing.

E. On the date of the ensuing Due Process Hearing, a summary of the issues constituting the violation will be presented to the Board of Directors of the tribunal appointed by the Board to hear the matter. The Owner may present facts, witnesses and other information pertaining to

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the alleged violation and, if so desired, be represented by legal council during the hearing.

F. After the hearing, the alleged violating Owner will be excused and the Board or appointed tribunal will review the facts and information presented and make a determination of what, if any, further action is to be taken. Any course of action determined by the Board of Directors or tribunal must be within the scope of authority and power available to them through the Commonwealth law and the governing documents.

Some options available to the Board are:

1. Suspension of membership rights to the use of recreational amenities and/or suspension of membership rights to vote.
2. Imposing a violation charge of up to \$50.00 for a single violation or \$10.00 per day for any violation of a continuing nature. A charge for an offense of a continuing nature may be assessed daily from the date of the hearing until the violation is cured, not to exceed 90 days.
3. Prohibition from parking on Association property.
4. Pursuing enforcement through the judicial system.

G. Notice of Due Process Hearing results shall be mailed within 7 days of the Due Process Hearing date by Regular U.S. Mail.

H. Any violation charge will be added to the Member's assessment and be collectible in the same manner as any other assessment as defined in #17. ASSOCIATION ASSESSMENTS, FEES AND COLLECTION POLICIES.

1. All owners are required to provide a copy of the current Rules and Regulations to each tenant and to ensure understanding and compliance. (A copy of these Rules and Regulations will be provided to any owner request without charge.)

- 24. ATTACHMENTS B, C & D** - All owners are required to complete and return a copy of the Owner Information Sheet, Investor Owner Information Sheet and/or The Tenant Information Sheet as appropriate. (Attachments B, C & D.) Failure to do so will be considered a violation of these Rules and Regulations.

25. \$500.00 REWARD FOR REPORTING VANDALISM AND/OR WILLFUL DAMAGE COMMITTED ON THREECHOPT VILLAGE PROPERTY.

A. If any person or persons commit(s) an act(s) of vandalism on ThreeChopt Village property, including the property of any resident, the Association will pay to the individual(s) providing information that leads to the arrest and conviction of any person(s) found guilty of committing an act of vandalism on association property, the amount of Five Hundred (\$500.00) Dollars. These acts of vandalism may include but not be limited to: "keying" of vehicles, breaking windows, slashing tires, spraying graffiti on any fence, building or structures, etc. Every effort will be made to keep name confidential.

26. DEED TRANSFERS, CHANGE OF OWNERSHIP, REFINANCE

A. No information will be provided to any purchaser, mortgage lender, title or real estate closing company pertaining to the sale, deed transfer or refinance of any ThreeChopt Village townhome unless the current owner has submitted a written request for an exterior inspection of their unit and an inspection has been performed. This requirement is to ensure a uniform exterior appearance throughout the community and compliance by all owners.

ADOPTED by the ThreeChopt Village Community Association, Inc. Board of Directors this 15th day of November 2018.

BY: /s/ Angela Walker _____

BY: /s/ Jerome Harris _____